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Title: **Peekskill, City of and City of Peekskill Blue Collar Employees Unit, International Brotherhood of Teamsters (IBT) Local 456 (2003)**

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Union: **City of Peekskill Blue Collar Employees Unit, International Brotherhood of Teamsters (IBT)**

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AGREEMENT

- between -

CITY OF PEEKSKILL

- and -

LOCAL 456, INTERNATIONAL BROTHERHOOD OF

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN

AND HELPERS OF AMERICA

(Blue Collar Employees)

Effective: January 1, 2003 through December 31, 2005

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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July 16, 2003

Agreement by and between the CITY OF PEEKSKILL, a municipal corporation (hereinafter variously referred to as the "EMPLOYER" or the "CITY"), and LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "UNION").

ARTICLE I. UNIT

This Agreement shall apply to the employees of the City of Peekskill employed in the classifications listed in the attached Schedule "A."

ARTICLE II. RECOGNITION

Section 1. The Union, having heretofore presented appropriate evidence that it represents the majority of the employees represented on Schedule "A" annexed, is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the CITY OF PEEKSKILL, in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the Collective Bargaining Agreement herewith executed.

Section 2. The City agrees that, upon presentation, and until cancellation, of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable, it will make deductions from the first two paychecks of each month of such employees in the amounts designated by the Union as membership dues deduction and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made.

Section 3. The Union shall have the right to post meeting notices and other communications concerned with the conduct and administration of local Union business on bulletin boards maintained on the premises and facilities of the Employer. Such material for posting shall be submitted to the City Manager of the Employer three (3) working days before posting for review and approval. The Attorney for the Union, the Secretary-Treasurer of the Union and its three officially designated representatives of the Union, all of whose names shall be registered with the City Manager in writing, shall have the right of visitation upon the Employer's facilities for the purposes of adjusting grievances and administering the terms and conditions of this contract, providing, however, there shall be no interference with

normal operations as a result of such visits. The City Manager shall be notified in writing of any changes in the names of any such representatives.

Section 4. The employee who is designated or selected as Shop Steward of the Union shall be permitted time from work in reasonable amounts for the purpose of adjusting grievances. However, before the Shop Steward leaves his/her regular job duties, permission shall be sought from the Department Supervisor. Such permission shall not be unreasonably withheld. The Shop Steward shall also notify the Supervisor of any department which he/she may be officially visiting of his/her presence. The times for questions involving administration of the Agreement and for the negotiation of successive Agreements shall be set by mutual Agreement with the City Manager of the Employer.

Section 5. A maximum of three (3) employees shall be released for negotiations provided that no two (2) members of such team shall be from the same operation.

Section 6. During the term of this Agreement, the City shall provide for an agency shop fee deduction in accordance with the laws of the State of New York, provided that the Union complies with all statutory requirements regarding agency fee. The Union shall indemnify and save and hold the City and any and all of its employees, representatives, officers and/or Council members harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken or not taken by the City or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or state law. In addition, the Union shall reimburse the City for any and all legal expenses associated with the defense of any such claim, demand or suit.

ARTICLE III. RECIPROCAL RIGHTS

The Union recognizes that the management of the City, the control of its properties and maintenance of order and efficiency is solely a responsibility of the Employer. Accordingly, the Employer retains all rights not specifically granted to the Union by Chapter 392 of the Laws of 1967, as amended, or this Agreement.

ARTICLE IV. CLASSIFICATION - RATES AND WAGES

Section 1. The annual wage rate and/or straight time wages to be paid to each employee during the period of this Agreement and his/her classification of employment shall be in accordance with Schedule "A" attached hereto.

Section 2. Effective July 1, 2003, employees shall be paid a longevity increment of \$400.00 after completion of eight years of full-time service, \$500.00 after completion of 16 years of full-time service, and \$600.00 after completion of 22 years of full-time service in the Blue Collar and/or White Collar bargaining unit(s), to be payable on the first day of July following an employee's anniversary date of eligibility. Effective July 1, 2004, these longevity payments shall be increased to \$425.00, \$525.00 and \$625.00, respectively, and effective July 1, 2005, these longevity payments shall be increased to \$450.00, \$550.00, and \$650.00, respectively.

Section 3. A stipend of \$1000.00 per annum shall be paid to any employee(s) in Level IX of Schedule "A" who is assigned Working Foreman responsibilities in the sole discretion of the City Manager. This provision shall not apply to employees in Level X in Schedule "A."

ARTICLE V. WORKDAY AND WORKWEEK

Section 1. The workday shall consist of eight (8) hours and the workweek shall consist of five (5) days, Monday through Friday, except as otherwise provided. The regular lunch time for employees who are not assigned to "task force" shall commence at the midway point of the workday. It is not the parties' intent, by contractually establishing a "regular" starting time for lunch, to change other practices concerning the lunch period, such as a supervisor's authority to delay the commencement of lunch to complete a task.

Section 2. Any work, which of necessity must regularly be performed on six (6) or seven (7) days of a calendar week, shall be performed in five (5) consecutive days at straight time with two (2) consecutive days off. (e.g. Water Department, Sanitation Department and Parks and Recreation.)

Section 3. The City may exercise its discretion to implement the use of a timeclock, provided that it does so for all departments to which unit members are assigned, and, provided further, that the City may discontinue the use thereof if, in its discretion, it determines that to do so is in the best interests of the City.

Section 4. "Task Force"

A. Employees assigned to a "Task Force" in sanitation and/or recycling shall, when their truck crew has completed their normally assigned route to the satisfaction of the Working Foreman, be excused and shall receive not less than eight hours' pay. Should one or more members of the work crew leave before the work is complete, he/she shall be paid for the hours actually worked only and may be subject to disciplinary action.

B. Employees assigned to the "Task Force" that cleans the Filter Plant Beds of the Water Department shall continue their current starting time and may leave no earlier than 11:00 a.m. on Monday through Friday, provided that their daily cleaning of the filter beds and work tasks are completed by that time, and shall not receive less than eight hours' pay for each workday. In the event that they are directed to perform duties which require them to remain past 11:00 a.m., the member(s) shall be paid at additional straight time for up to three hours' work and after that at the applicable overtime rate. Should one or more members of the work crew leave before the work is complete, he/she shall be paid for the hours actually worked only and may be subject to disciplinary action.

ARTICLE VI. PREMIUM TIME

Section 1. Time and one-half the regular rate shall be paid:

- A. On the sixth (6th) consecutive day worked
- B. After eight (8) hours per day
- C. After forty (40) hours per week
- D. On Saturday, as such, except when Saturday is part of a regular workweek including Saturday

Section 2. Double time will be paid:

- A. On the day following the sixth (6th) consecutive day worked.
- B. On Sunday, except when Sunday is part of the regular workweek, or is not the day following the sixth (6th) consecutive day worked.

Section 3. Work on a holiday, as defined in Article VII, shall be recompensed at time and one-half plus the holiday pay.

Section 4. Employees called out to work shall be paid for a minimum of three (3) hours work at the appropriate overtime rate unless such work is contiguous to the start or end of the work day. The minimum call out provision shall be applicable only once in a calendar day.

Section 5. A shift differential of ten (10%) percent above straight time wages shall be paid to employees regularly assigned to the second (2nd) or third (3rd) shifts in any department which is required, by reason of the mechanical nature of the operation, to be in service twenty-four hours per day, seven days a week.

ARTICLE VII. HOLIDAYS

Section 1. The following shall be holidays and, unless worked, shall be included in the employees' weekly wage, except as modified below:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving ¹
	Christmas Day

¹ Effective 1987 or thereafter the City may designate an alternative holiday for all or part of the unit after prior consultation with the Union. The parties understand that the holiday granted on the Day After Thanksgiving may result in a longer than regular workday on the Monday and Tuesday following that weekend. Such work shall be performed, as needed, without any overtime payments to members of the unit involved in refuse collection.

Section 2. To qualify for such payment, the employee shall have worked the workday preceding the holiday and also the first workday following the holiday, unless on vacation or on authorized leave other than a leave of absence.

Section 3. Whenever any of the above holidays shall fall on a day on which the employee is normally off duty, at the discretion of the department head, the employee will be granted compensatory time off either by being given the workday preceding the holiday or the workday following the holiday or an additional day of vacation.

Section 4. Holidays occurring during a period of vacation or authorized leave other than a leave of absence, shall not be included in computing such vacation or leave time.

ARTICLE VIII. VACATION

Section 1. Employees shall receive two (2) calendar weeks vacation after one (1) year of employment, three (3) calendar weeks after five (5) years of employment, four (4) calendar weeks after twelve (12) years of employment, and five (5) calendar weeks after twenty-five (25) years of employment in the calendar year subsequent to the calendar year in which it is earned. The initial vacation period shall be accumulated at the rate of five-sixths ($5/6$) workdays for each month of service, which may not be utilized until the calendar year following the calendar year in which the employee is hired, so that, for example, an employee hired on July 1, 1994 would be eligible for one week of vacation in the 1995 calendar year. There shall be no payment for accrued unused vacation for members of the unit who leave City service prior to having completed one full year of service. Accumulated vacation shall be payable in cash upon retirement and shall be payable to employee's estate or designated beneficiary upon death.

Section 2. Vacations shall be scheduled by the Department Head on a seniority basis within classifications. The Department Head shall post a vacation pick list for the period of January 1 to December 31 of each year for the subsequent year. Vacations shall be picked starting December 1 of each year for the subsequent year. Employees who fail to submit their total vacation request by January 1st shall waive their seniority rights for the portion of the vacation not submitted. Requests need not be in workweek segments unless the employee so elects. No more than five days of vacation per calendar year may be taken in increments of fewer than five days. No consecutive period of vacation shall be for a period longer than three (3) calendar weeks without the express authorization of the City Manager. Vacation shall not be taken in increments of less than four hours.

Section 3. Employees who wish to change all or any portion of their scheduled vacation during the year shall submit a written request to the Department Head or his/her designee at least 48 hours prior to the date of the requested change(s). The requested

change(s) shall be subject to the approval of the Department Head or his/her designee. In the event of an emergency, the 48-hour notification may be waived by the Department Head or his/her designee.

Section 4. No vacations may be carried over or accrued without the written authorization of the City Manager.

ARTICLE IX. LEAVES

Section 1. Sick Leave and Personal Leave

A. Each employee shall have twelve (12) workdays sick leave per year cumulative to two hundred (200) workdays.

B. In the event of a serious illness of a spouse or child, an employee may take up to three (3) days of his/her accrued sick leave per year, provided he/she notifies his/her superior and reports the nature of the illness at least two (2) hours before customary reporting time.

C. Each employee shall be entitled to use not more than three (3) sick leave days per fiscal year for the purpose of attending to matters which cannot be attended to during off-duty time. Such use of sick leave shall be on the prior approval of the City Manager or his/her designee; provided, however, that such approval shall not be unreasonably withheld.

Two (2) of the three days mentioned above shall not be charged to sick leave; provided, however, that there shall be no personal leave for members of the unit on the job less than one (1) year, and effective January 1, 2003, the use of the third day as a personal day shall not constitute the use of a sick leave day for the purposes of determining eligibility for the sick leave bonus set forth in Section 1(F) of this Article.

D. The City reserves the right to require a physical examination by a physician of its own choosing to determine an employee's fitness to return to work following any absence because of illness or accident of more than three (3) days. Employees who are required to provide doctors' notes in order to be eligible to use sick leave as a consequence of their sick leave use shall be required to provide a doctor's note that either states the employee was unable to work on the day for which sick leave is requested, or explains in detail why it is that the doctor was unable to make a determination in this regard.

E. Sick and personal leave shall not be taken in increments of less than four hours; provided, however, that sick leave may be taken in increments of less than four hours for absences resulting from work-related injuries or illnesses.

F. A bonus of \$500 shall be paid to an employee who does not use any sick leave during a calendar year; \$300 to an employee who uses only one day; and \$150 to an employee who uses only two days. The bonus shall be payable no later than the second pay period of the following calendar year.

Section 2. Retirement Allowance

A. Employees who are eligible to retire without penalty and retire, and who have accumulated a minimum of 50 days of unused sick leave, shall have the option of electing to utilize up to a maximum of 165 of those days towards benefits set forth in Section 41-j of the Retirement and Social Security Law and receiving payment for 30% of the balance of such accumulated days on the effective date of retirement.

B. The maximum benefit due employees shall be the 200 accumulated sick leave days set forth in Section 1(A) above, which may be used for 41-j benefits and/or payment; provided, however, that employees with 50 or fewer days of accumulated sick leave shall not be eligible for the payment option described in subsection (A) above.

Section 3. Bereavement Leave

In the event of a death in an employee's immediate family and upon satisfactory evidence of such death, employees shall be granted no more than three (3) consecutive working days leave on account of such death, the days to be taken consecutively and to commence the day after the death. The immediate family of an employee shall include, and be limited to, an employee's spouse, child, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, and sister-in-law.

Section 4. Unpaid Leave

A. During the term of this contract, employees may receive up to one (1) year unpaid leave for personal reasons, provided the request for such unpaid leave be given to the City Manager in writing at least thirty (30) days before the commencement of such unpaid leave, which request will be granted by the City Manager, subject to the necessities of management. During the period of such leave, the employee shall not be entitled to

accumulate vacation or sick leave time, and shall not be entitled to coverage by the City for Welfare or Retirement benefits.

B. During the term of this Agreement, Union members may receive unpaid leave in connection with Union affairs, conventions, or meetings, provided the request for such unpaid leave be given in writing to the City Manager at least thirty (30) days before the commencement of such unpaid leave, which request will be granted by the City Manager subject to the necessities of management.

ARTICLE X. HEALTH INSURANCE

Section 1. The City shall pay the full cost of the MEBCO Health Insurance Plan that provides coverage comparable to the Empire Core Plan Plus Enhancements for the employees and their eligible families. Schedules of such benefits shall be made available to both parties.

Section 2.

A. Members hired on or after July 18, 1983 shall not be eligible for health insurance by the City if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is comparable to the health insurance plan being provided by the City for other members of the bargaining unit.

B. Members of the unit who withdraw from the City's plan during the life of this Agreement shall receive \$1,500 if they were covered by the family plan, and \$500 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve-month period and annually thereafter provided they have not re-entered the plan. Nothing contained herein shall preclude a member from reentering the plan, provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is not covered by the comparable plan of a spouse. In determining comparability the amount contributed by the spouse shall be a factor.

Section 3. The City may switch carriers to another plan providing comparable coverage to the Empire Core Plan Plus Enhancements. At least ninety (90) days' notice shall be given to the Union. In the event of a dispute as to the coverage of the new plan, the dispute shall be submitted to arbitration, provided, however, that such grievance shall be

instituted at the City Manager's level. The plan shall not be switched until a decision from the arbitrator has been rendered.

Section 4. There shall be a committee consisting of the City Manager and the City Controller, or their designee(s), and two representatives of the Union, which shall meet at least quarterly and shall explore ways and means of controlling and/or reducing expenditures for health insurance coverage, which exploration shall include, but not be limited to, a consideration of increased co-pay and deductible provisions. The committee shall not engage in collective negotiations.

ARTICLE XI. WELFARE FUND

The City shall make yearly contributions to the Local 456 Welfare Fund at the rate of \$1,000 in 2003, \$1,025 in 2004, \$1,050 in 2005 per employee covered by this Agreement. Payment shall be made by April 15 for all employees then covered.

ARTICLE XII. CLOTHING MAINTENANCE ALLOWANCE

Employees shall be entitled to an annual clothing allowance of \$325 per fiscal year (January 1 to December 31). The allowance shall be paid by the City in December of each year. Employees, who are hired during the fiscal year, shall be entitled to an allowance in their first year of employment of \$27.08 per month or portion of a month employed until the first December 31 employed. Employees who leave City service after January 1, but prior to December 31, shall be entitled to an allowance of \$27.08 for each month or portion of a month they are employed by the City within that year. Effective July 1, 2003, these amounts shall be increased to \$350 and \$29.17, respectively. Effective July 1, 2004, these amounts shall be increased to \$375 and \$31.25, respectively. Effective July 1, 2005, these amounts shall be increased to \$400 and \$33.33, respectively.

ARTICLE XIII. PAY PERIODS

The pay periods shall continue to be bi-weekly.

ARTICLE XIV. SENIORITY

The seniority of each employee dates from his/her last date of full-time employment with the City, authorized leaves of absence excepted. Layoffs, transfers and re-hire shall be governed by seniority with due consideration to fitness, skill, ability, competence and the Civil Service Law. Promotional positions shall be posted no fewer than seven (7) days and no more than 90 days prior to the permanent filling of the vacancies. A copy of such notice should be provided to the Shop Steward. If qualifications are equal in the opinion of the Employer, seniority shall prevail. The Employer shall not be arbitrary or capricious in judging qualifications.

ARTICLE XV. OVERTIME

Section 1. Overtime shall be distributed as equitably as practicable over the term of the Agreement among those employees in the same department in the same classification.

Section 2. An employee may be selected for an emergency overtime assignment that is unforeseen and that may have health or safety consequences if it is not performed as quickly as possible because that employee lives in proximity to the geographic location of the work to be assigned. Such an assignment shall be considered in determining whether overtime has been distributed in a reasonably equitable manner within the meaning of Section 1 above. A separate log of such emergency assignments, indicating the date, nature and duration of the assignment, shall be maintained by the City and shall be made available to the Union upon request. The City shall also maintain a log of non-emergency overtime worked by members of the bargaining unit by date and the number of hours worked on that date.

ARTICLE XVI. CHANGE IN WORKING CONDITIONS

The Employer shall notify the Union at least seven (7) calendar days in advance of any change in working methods or working conditions, except where such changes are required due to an emergency over which the Employer has no control.

ARTICLE XVII. COMPENSABLE INJURY

Section 1. An employee who is injured on the job shall immediately notify his or her department head in writing on the appropriate form, a copy of which shall be provided to the employee upon request.

Section 2. If the injury results in an absence of five days or fewer, an employee shall use accumulated sick leave to the extent available, to be paid on the first payroll following presentation of a doctor's certificate stating that he/she is able to return to work.

Section 3. If the injury results in an absence of more than five, but fewer than eleven, days, an employee shall have one of two options:

A. Use accumulated sick leave, to the extent available, for the first five days and, on a pro rata basis, to make up the difference, during the sixth up to the tenth days, between the employee's regular base pay and the amount of Workers' Compensation benefits received; or

B. Use accumulated sick leave, to the extent available, for the first five days and Workers' Compensation benefits for the sixth up to the tenth days without drawing upon accumulated sick leave.

Section 4. If the injury results in an absence of more than ten days, an employee shall have one of two options:

A. Use accumulated sick leave, to the extent available, for the first five days and, on a pro rata basis, to make up the difference during the sixth day and thereafter between the employee's regular base pay and the amount of Workers' Compensation benefits received; or

B. Use accumulated sick leave, to the extent available, for the first five days and Workers' Compensation benefits for the sixth day and thereafter without drawing upon accumulated sick leave.

Section 5. For an absence due to an on-the-job injury that extends for more than five days, sick leave, vacation and clothing allowance credit shall be earned only for that portion of the absence during which the employee is using accumulated sick leave, either on a day-by-day or pro rata basis. Seniority credit shall be earned to the maximum extent permitted by law, and health insurance shall be provided at City expense, throughout the period of the absence.

ARTICLE XVIII. SAFETY CLAUSE

Management will provide adequate and safe equipment and facilities so as not to endanger the health and safety of employees, and so that the employees in turn assume the correlative obligation to properly maintain and operate said facilities.

ARTICLE XIX. RETIREMENT BENEFITS

Eligible members of the unit shall continue to be covered by Section 75-g of the Retirement and Social Security Law, including option 41-j.

ARTICLE XX. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be the subject of a grievance and shall be processed in accordance with the following procedure.

Section 2. A grievance of an employee or employees shall be presented by his/her or their Shop Steward and the employee(s) concerned to their immediate supervisor within thirty (30) days of the events giving rise to the grievance.

Section 3. In the event such grievance is not resolved within five (5) working days from such presentation, it shall then be presented, in writing, by the Union to the Department Head.

Section 4. In the event such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure within five (5) working days, then the Union may present the same to the City Manager, or his/her designee for settlement.

Section 5. In the event that such grievance is not then disposed of, either party, no later than thirty (30) calendar days after presentation under Section 4, may request arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding; however, such arbitrator shall be limited to the terms and conditions of the Agreement as written and shall have no power to modify, amend, add to or subtract from the Agreement. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then an appointment of such arbitrator shall be made by the American Arbitration Association under its rules and procedures. Any costs in such arbitration shall be shared equally by the Union and the City.

ARTICLE XXI. DISCIPLINARY PROCEDURE

Section 1. Exclusivity

The provisions of this Article shall be the sole and exclusive procedure for review of disciplinary action taken against bargaining unit employees who are defined in Section 2 below. This procedure shall take the place of and constitute a waiver of rights such bargaining unit employees have or may have under Civil Service Law Section 75 and Section 76 and of any and all other statutory or regulatory disciplinary protections, to the extent permitted by law.

Section 2. Applicability

A. The following groups of bargaining unit employees are covered by this procedure:

(1) Permanent competitive employees who have successfully completed their probationary period.

(2) Permanent noncompetitive employees who have successfully completed their probationary period.

B. The following groups of employees shall not be covered by the foregoing procedure:

(1) All employees serving their probationary period, except as provided in "C" below.

(2) All temporary employees.

(3) All provisional employees.

(4) All other employees not listed in "A" above.

C. Bargaining unit members with permanent status who accept appointment to another position and hold such position on a provisional, temporary or probationary basis shall not be covered by this procedure during the period of such provisional, temporary or probationary service. Such members shall be covered by this procedure if the discipline imposed affects the member's permanent status in their former position (e.g., termination from employment).

D. This agreement and the disciplinary procedure set forth herein shall not abrogate nor in any way interfere with the City's right to hire employees, promote employees, layoff employees, appoint and evaluate employees, and to select probationary employees for permanent appointment. Furthermore, this agreement and the disciplinary procedure set forth herein shall not in any way affect, interfere with or have any bearing on matters within the jurisdiction of the Westchester County Department of Human Resources.

Section 3. Employees' Rights

A. Bargaining unit employees covered by this procedure shall be afforded a reasonable opportunity to have a Union representative present at a disciplinary meeting which may lead to the imposition of a disciplinary penalty other than a written reprimand. If, following such a reasonable opportunity, the Union does not provide a representative, the meeting may proceed.

B. The disciplinary interview referred to in "A" above shall be defined as the meeting between the employee, who is the subject of the disciplinary matter, and his or her supervisor, which meeting is held for the purpose of serving the employee with a warning notice, or a notice imposing discipline, or discussing with the employee a notice of discipline previously served. It is not intended to cover interviews between the employer and employee that may be held during the course of an investigation.

Section 4. Resignation

A. An employee who is advised that he or she is the subject of potential disciplinary action shall be afforded an opportunity to resign in lieu of being served with a notice of discipline.

B. The employee shall be afforded an opportunity to consult with a Union representative before executing the resignation. A reasonable period of time to obtain such representative, if requested, shall be afforded the employee.

C. The employee may decline the request to resign, and, in such event, a notice of discipline shall be served on the employee.

D. A refusal on the part of the employee to tender his or her resignation shall not be used against the employee in any subsequent disciplinary proceeding.

E. A reference that the employee was afforded the applicable rights contained in this procedure shall be included in the letter of resignation to be signed by the employee.

Section 5. Investigation

A. Nothing contained in this ARTICLE shall prevent or limit the City's authority to investigate an incident, which may result in the service of a notice of discipline upon an employee. The City shall not be limited with respect to questioning any employee concerning events or claims which may lead to disciplinary action. If requested by the employee, a reasonable opportunity shall be made to have a Union representative present at such questioning. If following such a reasonable opportunity the Union does not provide a representative, the questioning may proceed. Subsequent to the service of a notice of discipline, investigatory activities of the City involving the direct questioning of the employee served shall be conditional pursuant to the terms of this procedure.

Section 6. Notice of Discipline

A. An employee who is entitled to the protections of this Article shall, within twenty (20) calendar days of the imposition of a penalty, be served with a written notice of discipline either in person or by certified mail, return receipt requested, to his/her current address as it appears on the City's personnel records. A copy of such notice shall simultaneously be served upon the Union. If the employee wishes to contest said discipline, the employee shall proceed in accordance with the Disciplinary Review Procedure set forth below. The sole and exclusive notice of discipline to be used shall be the notice annexed to this Agreement as Appendix "C," which sets forth employee appeal rights.

B. Penalty

(1) Discipline may consist of and shall be limited to a written reprimand, and/or a fine not to exceed five hundred dollars (\$500), and/or a loss of leave entitlements, and/or a suspension with or without pay, and/or a demotion in position, and/or dismissal from City service.

(2) If a written "reprimand" is sent to an employee without a written notice of discipline, it shall not be subject to the provisions of Section 7, provided that copies are simultaneously distributed to the employee, the Shop Steward, and the Union; and provided, further, that: (a) employees who receive such a reprimand shall be entitled to submit a written response, which shall be attached to the reprimand; and (b) if there are no similar incidents involving the employee during the 18 months following the date of such a reprimand, then the reprimand and the response shall be removed from the employee's personnel file.

C. A discharge, or a suspension without pay in excess of thirty (30) days, shall entitle the Union to proceed directly to Step 2 of the Disciplinary Review Procedure.

Section 7. Disciplinary Review Procedure

A. If not settled or otherwise resolved, the employee may request in writing that the notice of discipline and/or the penalty imposed be reviewed pursuant to this procedure. A failure of the employee to appear for the meeting shall constitute of the waiver of the right of the employee to seek review of the penalty imposed, provided that the City has proof of service of the notice of discipline in the form of an affidavit of service and/or a card signed

by the employee to indicate his or her receipt of a mailed copy of the notice of discipline by certified or registered mail.

Step 1:

The employee, or the Union on behalf of the employee, shall submit such a request to the City Manager within ten (10) calendar days from the date the penalty was imposed or the date that the notice of discipline was received whichever is first. The City Manager, or his/her designee, shall meet with the employee and/or with his/her Union representative to discuss the matter within five (5) calendar days from the date the request is received. The City Manager, or his/her designated representative, shall render a response within fourteen (14) calendar days from the date of the meeting.

Step 2: Disciplinary Arbitration

(a) Within fifteen (15) working days from the expiration of the period of time to resolve the matter at Step 1 of Section 7, or upon receipt of an unsatisfactory Step 1 decision, the Union may proceed to disciplinary arbitration. The arbitrator shall be selected from a panel as such is provided in “(d)” below. The arbitrator shall conduct a hearing within thirty (30) calendar days from the date the arbitrator was notified of his/her selection. Both sides shall have the opportunity to submit evidence and witnesses limited to what was put forward in Step 1 of this procedure. The arbitrator’s decision shall be final and binding on the parties.

(b) The arbitrator’s award or report and recommendations shall be issued within fifteen (15) calendar days from the close of the hearing. The parties may mutually agree to one fifteen (15) day extension. The arbitrator’s award or report and recommendations shall include the following:

- allegations made against the employee;
- name of individual making allegations;
- employee’s response/answer to the allegations;
- findings of fact;
- determination of guilt or innocence;
- rationale for determination;
- appropriateness of penalty with due regard for penalties previously imposed.

(c) All fees and expenses of the hearing officer shall be divided equally between the City and the Union. Each party shall bear the costs of preparing and presenting its own case.

(d) Panel/Procedure

The City and the Union shall agree on four (4) disciplinary procedure arbitrators. Selection of arbitrators shall be on a rotation basis. The rules of the American Arbitration Association shall govern the conduct of the hearing.

The parties shall, on a temporary basis, select arbitrators from the American Arbitration Associations' general list until such time as the four (4) disciplinary procedure arbitrators are agreed upon.

Section 8. Settlement

A disciplinary matter may be settled at any time following service of the notice of discipline. The terms of the settlement shall be in writing. Any such settlement entered into shall be final and binding on the parties. If the Union is not a party to the settlement, a copy of the settlement shall be sent to the Union.

ARTICLE XXII. NO STRIKE, NO LOCKOUT PROVISION

The Union will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employees' Fair Employment Act, nor will the Employer engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XXIII. AMERICANS WITH DISABILITIES ACT

Section 1. The parties understand and agree that the provisions of this Agreement shall be administered so as to comply with the federal Americans with Disabilities Act ("ADA"), and any regulations and guidelines issued thereunder, on a case by case basis.

Section 2. The parties further agree that any decision made by the City in relation to the ADA, which adversely affects an employee, a group of employees, and/or the rights of the Union, may be subject to judicial review and/or review through the grievance and arbitration procedures of ARTICLE XX of this Agreement; provided, however, that an arbitrator shall not have the authority to issue an award that conflicts with the obligations of a party under the ADA.

ARTICLE XXIV. DRUG AND ALCOHOL TESTING

Section 1. This Article is applicable only to those unit members who are not subject to the United States Department of Transportation Regulations for drug and alcohol testing for those drivers who possess a Commercial Drivers License.

Section 2. The use of illegal controlled substances or alcohol by employees adversely affects the City's ability to safely deliver services, impairs the efficiency of the work force, endangers the safety of employees and the public, and undermines public trust. The City and the Union, therefore, agree that the use, sale, distribution, or possession of illegal controlled substances or alcohol by any employee while on duty is prohibited. The City and the Union also agree that employees are prohibited from being under the influence of illegal controlled substances or alcohol while on duty. Employees in violation of this policy are subject to disciplinary action up to and including discharge.

Section 3. Unless otherwise noted, all discipline under this policy shall be in accordance with applicable provisions of the collective bargaining agreement or Civil Service Law.

Section 4. Newly hired (probationary) employees are subject to random testing for drug and alcohol abuse during their probationary periods. Other members of the bargaining unit shall be subject to urinalysis testing for illegal controlled substance use or breathalyzer testing for alcohol use based on reasonable suspicion, except as provided in Section 5.

A. The order to submit to testing must be justified by a reasonable suspicion that the employee is or may be under the influence of illegal controlled substances or alcohol while on duty, or is engaging in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on duty.

B. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

C. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

D. Reasonable suspicion may be based, among other things, on the following:

(1) Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of drugs or alcohol; or

(2) A pattern of unusual or abnormal conduct or erratic behavior (e.g. unexplained excessive absenteeism, lateness, or early leaves).

(3) Arrest or conviction for a drug-related offense, or the identification by law enforcement personnel of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking; or

(4) Information provided by a reliable and credible source; or

(5) Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

E. Disputes concerning the matter of reasonable suspicion to order a test shall be subject to review by way of the contract grievance procedure. Such dispute shall be incorporated with any grievance filed concerning discipline resulting from such testing.

Section 5. Mandatory Testing Following Work place Accident - Any employee who is involved in a work place accident which results in personal injury to any individual and/or damage to equipment, machinery, property, or facility may be required to submit to a mandatory drug test as provided in this procedure. Refusal on the part of the employee to submit to the drug test shall be considered as misconduct and shall subject the employee to disciplinary action.

Section 6. The decision to test an employee shall be made by the City Manager, or his/her designee, in accordance with the standards discussed above.

Section 7. It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and advised of his/her right to have a Union

representative present for such testing, but the test shall not be delayed more than one (1) hour to accommodate the presence of a Union official, and the Union shall be notified of such order. The test shall be conducted immediately thereafter. The employee shall be given a brief oral statement of the basis for reasonable suspicion, if applicable.

Section 8. For purposes of reasonable suspicion only, where reasonable suspicion is based on information provided by a confidential informant, defined as an employee or agent of a governmental law enforcement agency or the employee's department, the identity of the source need not be disclosed at the time of the test, except for the name of the governmental law enforcement agency involved, if any.

Section 9.

A. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the employee. There shall be no direct observation of giving of urine specimens, unless there is reason to believe that the specimen may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the specimen. The employee shall cooperate with the requests for information concerning use of medications and acknowledgment of giving the specimen.

B. Specimens shall be collected under the supervision of a monitor designated by the City. The sample shall be divided into two (2) aliquots. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is produced, the employee's ability to have a second test performed may be adversely impacted. The monitor shall mark and seal the specimen to preserve its chain of custody. Thereafter, the specimen shall be transported to the testing laboratory in a manner which shall insure its integrity and chain of custody. The laboratory selected to perform testing shall be certified by the National Institute on Drug Abuse (NIDA) of the Department of Health and Human Services. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by the laboratory in accordance with recognized procedures for purposes hereinafter described.

C. For drug testing, initial urinalysis testing shall be conducted by means of an enzyme multiplied immunoassay test (EMIT). All specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry test (GC/MS). For those drugs for which NIDA standards exist, a test shall be deemed positive for the presence of drugs in accordance with such NIDA standards. The laboratory shall report as negative all specimens which are negative on either the initial test or the confirmatory test.

Only specimens which test positive on both the initial test and the confirmatory test shall be reported as positive. All tests conducted pursuant to this procedure will be paid for by the City.

D. For alcohol testing, the employee shall submit to a breathalyser test to be administered by an agent designated by the City. Such test results shall be given the same weight as provided under applicable provisions of the New York State Vehicle and Traffic Law.

E. Drug test results shall be forwarded from the testing laboratory to a Medical review Officer (MRO) or the staff of the MRO. The MRO shall be designated by the City and must be a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate test results.

F. The MRO shall analyze the test results. If the MRO received a positive test result, he shall interview the individual in question, review the individual's medical history, and review other relevant biomedical information. The MRO will evaluate these factors to determine whether a justification exists for the positive test result. Evidence to justify a positive test result may include, but is not limited to, a valid prescription or verification from the individual's physician verifying a valid prescription. If the MRO determines that justification exists, the test result will be treated as a negative test result and may not be released for purposes of identifying illegal drug use. The MRO shall then forward all test results to the City Manager.

G. Urine samples shall be maintained by the City's designated laboratory in accordance with appropriate procedures for a period of six (6) months following the test.

Section 10. After an employee receives notice from the City of a positive test result, the employee may make a written request to the City Manager within fourteen (14) calendar days to have the second sample tested at a different laboratory duly licensed by NIDA. The employee shall be responsible for all costs related to transportation and testing and for preservation of the chain of custody. The test results shall be delivered by the laboratory to the employee and the City Manager. Testing and positive results will be in accordance with Section 9 above.

Section 11. In the event the test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, such employee may be subject to discipline, including discharge. However, in the first instance of such positive drug or alcohol test, any disciplinary charges may be suspended in the City's sole discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for such illegal controlled substance use or alcohol use in a program jointly agreed to by the City and the Union. The employee shall agree, as a condition to the suspension of the disciplinary charges that if he or she fails to attend or complete the program, he or she shall be deemed to have resigned from employment. The employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty, that for a period of one (1) year following the completion of treatment, he or she shall be subject to periodic random testing for illegal controlled substances and/or alcohol, and that if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during such one year period, the City may reinstitute the suspended charges, in addition to preferring new charges. Upon completion of treatment, as outlined above, and the one (1) year period, the original disciplinary charges or penalty shall be considered resolved. The record of such charges and their resolution (the charges, the answer, and the stipulation) shall remain in the employee's file unless the parties otherwise agree.

ARTICLE XXV. TERM OF THE AGREEMENT

This Agreement shall be effective as of January 1, 2003 and shall continue to December 31, 2005.

ARTICLE XXVI. TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LOCAL 456, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

CITY OF PEEKSKILL

By: *J. R. C. Jr. Asst. Trustee*

By: *[Signature]*

Dated: *Dec. 1, 2003*

Dated: **DEC 16 2003**

Schedule "A"

CLASSIFICATION RATES and WAGES (Blue Collar)

January 1, 2003 - December 31, 2005

**CLASSIFICATION PLAN
(BLUE COLLAR)**

Group IV	Laborer, Maintenance Laborer
Group V	Parking/Maintenance Man Signs, Skilled Laborer
Group VI	MEO, Water Treatment Plant Operator, Water Meter Reader Tree Trimmer
Group VII	HMEO, Auto Mechanic, Watershed Inspector, Maintenance Mechanic (Stonemason), Maintenance Mechanic (Carpenter), Sewer Maintenance Worker
Group VIII	Maintenance Mechanic - Electrical
Group IX	Lead Maintenance Mechanic (Automobile), Lead Maintenance Mechanic (Labor), Lead Maintenance Mechanic (Sanitation) Lead Maintenance Mechanic (Gardner), Water Foreman
Group X	Assistant General Foreman

GROUP	1/1/2003	1/1/2004	1/1/2005
IV	46,803	48,511	50,403
V	47,977	49,728	51,667
VI	50,426	52,267	54,305
VII	54,058	56,031	58,216
VIII	55,144	57,157	59,386
IX	56,238	58,291	60,564
X	58,810	60,956	63,334